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J. All easements, rents, issues and profits of said premises are devised, assigned and transferred to the Mortgagee, whether now due or hereafter to be due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and it is the intention hereby to pledge said rents, issues and profits to a party with said real estate and said easements, and such pledge shall not be deemed merged in any lease or agreement, and this to establish an absolute transfer and assignment to the Mortgagee of all such rents, issues and profits and all the assets thereunder, together with the right in case of default thereof, to make loans for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such monies whether lease or mortgage monies as it may deem proper to enforce collection thereof, employ renting agents of other employees, alter or amend said premises for furnishings and equipment therein when it deems necessary, pay house adequate fire and extended coverage and other kinds of insurance as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership, advance or borrow money from time to time and from time to time apply and balance of monies received on the mortgage and on the income therefrom, which monies shall be prior to the date of any other indebtedness, hereby secured, and out of the income obtain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses incurred not in its sole discretion, needed for the above and purposes, first on the interest and then on the principal of the indebtedness in person or through its agent, whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial, uncorrected default in performance of the Mortgagee's obligations herein, the Mortgagee, on satisfactory evidence all indebtedness secured hereby is paid in full, or until the interest of a Mortgagee based on Special Lapse Clause's Debt payment to a degree, Mortgagee shall, however, have the discretion to pay at any time to release to take of its standard procedure of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustained against Mortgagee based upon acts or omissions relating to the proper matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be exercised separately or jointly, and no exercise in the Mortgagee of performance of any covenant herein or any other obligation shall constitute or be deemed to constitute a waiver of the Mortgagee's right to enforce or enforce performance of the same or any other of said covenants. That whenever the contract herein provides for the Mortgagee to require or enforce in whole or in part the mortgage and the mortgage, as well as the mortgage, shall include the phrase "that all rights and remedies herein shall be deemed to extend to and be binding upon the Mortgagee, its successors, administrators, assigns and assigns of the Mortgagee, and the successors and assigns of the Mortgagee," and that the powers herein mentioned may be exercised as often as necessary to enforce the same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day

of July A.D. 19 69

Frank L. Spencer

(SEAL)

Martha M. Spencer

(SEAL)

(SEAL)

(SEAL)

State of KANSAS

County of DOUGLAS

I, Mary E. Haid

a Notary Public in and for said County, in the State aforesaid.

DO HEREBY CERTIFY that Frank L. Spencer and Martha M. Spencer, husband and wife

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing

Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered

the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the waiver of all rights under any homestead, exemption and valuation laws.

Witness my hand and Notarial Seal this 18th day of July A.D. 19 69

My Commission expires April 16, 1973



Mary E. Haid Notary Public

Recorded July 18, 1969 at 2:32 P.M.

Janice Beene Register of Deeds